

SUMMONS ISSUED

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
Nathan Sickler (SBN 365762)
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com
Nathan@Emranlaw.com

Per local Rule, This case is assigned to
Judge Reyes, Benjamin T, II, for all purposes.

Attorneys for PLAINTIFFS,
Isaac Magallon and Deandre Rivera

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR COUNTY OF CONTRA COSTA

ISAAC MAGALLON, an individual,
DEANDRE RIVERA, an individual, and in a
representative capacity on behalf of the State of
California and other Aggrieved Employees,

Plaintiff,

vs.

GENO'S AUTO BODY COLLISION, INC., a
California corporation; GENO'S AUTO BODY
COLLISION CENTER, INC., a California
corporation; GENO'S AUTO BODY, INC., a
California corporation, ADP TOTALSOURCE
DE IV, INC., a Delaware corporation, and DOES
1-15, inclusive,

Defendants.

Case No. C26-01567

**INDIVIDUAL AND REPRESENTATIVE
COMPLAINT FOR:**

- 1) FAILURE TO PROVIDE
REQUIRED REST PERIODS IN
VIOLATION OF CAL. LAB. CODE
§§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE
ORDER;
- 2) FAILURE TO PROVIDE
REQUIRED MEAL PERIODS IN
VIOLATION OF CAL. LAB. CODE
§§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE
ORDER;
- 3) FAILURE TO PAY OVERTIME
WAGES IN VIOLATION OF CAL.
LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE
ACCURATE ITEMIZED
STATEMENTS IN VIOLATION OF
CAL. LAB. CODE § 226;
- 5) FAILURE TO PROVIDE WAGES
WHEN DUE IN VIOLATION OF
CAL. LAB. CODE §§ 201, 202 AND
203;
- 6) FAILURE TO REIMBURSE
EMPLOYEES FOR REQUIRED

EXPENSES IN VIOLATION OF
CAL. LAB. CODE § 2802;
7) RETALIATION IN VIOLATION OF
CAL. LAB. CODE § 246.5
8) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;
AND
9) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT
[LABOR CODE §§ 2698 ET SEQ]

DEMAND FOR JURY TRIAL

PLAINTIFF ISAAC MAGALLON (“PLAINTIFF MAGALLON”), an individual, and
PLAINTIFF DEANDRE RIVERA (“PLAINTIFF RIVERA”), an individual, on behalf of
themselves and in a representative capacity on behalf of the State of California and other
AGGRIEVED EMPLOYEES, defined below, against DEFENDANT GENO'S AUTO BODY
COLLISION, INC., a California corporation, DEFENDANT GENO'S AUTO BODY COLLISION
CENTER, INC., a California corporation, DEFENDANT GENO'S AUTO BODY, INC., a
California corporation, DEFENDANT ADP TOTALSOURCE DE IV, INC., a Delaware
corporation, and DOES 1-15 (“Defendant DOES”) (collectively “DEFENDANTS”), allege on
information and belief, except for their own acts and knowledge which are based on personal
knowledge, the following:

I. INTRODUCTION

1. PLAINTIFFS bring this action individually and as a representative action on behalf
of the State of California and pursuant to the Private Attorneys General Act of 2004, California
Labor Code § 2698, *et seq.* (“PAGA”) on behalf of themselves and other current and former
AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and
hour violations under the California Labor Code.

2. PLAINTIFFS seek recovery of all individual damages in addition to all civil
penalties permitted pursuant to California Labor Code § 2699, *et seq.*

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II. PARTIES

3. PLAINTIFF ISAAC MAGALLON (“PLAINTIFF MAGALLON”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Contra Costa County.

4. PLAINTIFF DEANDRE RIVERA (“PLAINTIFF RIVERA”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Contra Costa County.

5. DEFENDANT GENO'S AUTO BODY COLLISION, INC., a California corporation, registered with the California Secretary of State as entity No. 4669254, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

6. DEFENDANT GENO'S AUTO BODY COLLISION CENTER, INC., a California corporation, registered with the California Secretary of State as entity No. B20250333679, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

7. DEFENDANT GENO'S AUTO BODY, INC., a California corporation, registered with the California Secretary of State as entity No. 4208363, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

8. DEFENDANT ADP TOTALSOURCE DE IV, INC., a Delaware corporation, registered with the California Secretary of State as entity No. 2358338, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. Defendants DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all relevant times mentioned herein conducted and continue to conduct substantial and regular business throughout California.

10. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of DEFENDANT DOES 1-15, inclusive, are presently unknown to PLAINTIFFS who therefore sue these DEFENDANTS by such fictitious names pursuant to Cal.

1 Civ. Proc. Code. § 474. PLAINTIFFS will seek leave to amend this Complaint to allege the true
2 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFFS
3 are informed and believe, and based upon that information and belief allege, that the
4 DEFENDANTS named in this Complaint, including DOES 1-15, inclusive (hereinafter collectively
5 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
6 that proximately caused the injuries and damages hereinafter alleged.

7 11. DEFENDANTS own, operate, and/or manage an automotive and auto body repair
8 business performing work and continues to conduct substantial and regular business throughout
9 California.

10 12. DEFENDANTS employed PLAINTIFF MAGALLON between approximately
11 October 2015, and February 2026. DEFENDANTS employed PLAINTIFF RIVERA between
12 approximately February 2024, and February 2026. DEFENDANTS employed PLAINTIFFS as
13 hourly non-exempt employees.

14 **III. PRIVATE ATTORNEYS GENERAL ACT AND DEFENDANTS’ LIABILITY**

15 13. PLAINTIFFS bring the representative action on behalf of the State of California and
16 on behalf of all hourly non-exempt individuals who are or previously were employed by
17 DEFENDANTS, in California who suffered one or more Labor Code violations enumerated in
18 Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) between March 2, 2025,
19 and the present (“PAGA PERIOD”).

20 14. PLAINTIFFS are an “AGGRIEVED EMPLOYEE” within the meaning of Labor
21 Code § 2699(c) because they were employed by DEFENDANTS and suffered each of alleged Labor
22 Code violations committed by DEFENDANTS.

23 15. PLAINTIFFS and all other AGGRIEVED EMPLOYEES are, and at all relevant
24 times were, employees of DEFENDANTS, within the meanings set forth in the California Labor
25 Code and the applicable Industrial Welfare Commission Wage Order.

26 16. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
27 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
28 2699(a).)

1 17. Section 558 of the California Labor Code provides that “any employer *or other*
2 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
3 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
4 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

5 18. Section 1197.1 of the Labor Code provides that “[any employer *or other person*
6 acting either individually or as an officer, agent, or employee of another person, who pays or causes
7 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
8 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

9 19. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
10 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
11 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
12 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
13 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
14 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
15 Cal.App.4th 1112, 1145-1146.

16 20. Section 558.1 of the California Labor Code provides that “any employer *or other*
17 *person acting* on behalf of an employer, who violates, *or causes to be violated*, any provision
18 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
19 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802,
20 may be held liable as the employer for such violation.” (*Lab. Code* § 558.1(a).) Section 558.1(b)
21 identifies the “other person acting on behalf of an employer” includes “owner, director, officer, or
22 managing agent” of the employer. (*Lab. Code* § 558.1(b).)

23 21. PLAINTIFFS are informed and believes, and thereon alleges, that DEFENDANTS
24 and each of them, are subject to civil penalties for their failure to pay PLAINTIFFS and other
25 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
26 caused the complaints, injuries, and damages alleged herein.

27 22. PLAINTIFFS are informed and believes, and thereon alleges, that DEFENDANTS
28 and each of them, are subject to liability for their failure to pay PLAINTIFFS and other

1 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
2 caused the complaints, injuries, and damages alleged herein.

3 23. DEFENDANTS have been personally involved in the purported violations and/or
4 had sufficient participation in the employer, such that DEFENDANTS may be deemed to have
5 contributed to, and “caused” the labor code violations alleged.

6 24. At all relevant times, each DEFENDANT, whether named or fictitious, was the
7 agent, employee or other person acting on behalf of each other DEFENDANT, and, in participating
8 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
9 ratified the acts of the other.

10 25. Each DEFENDANT, whether named or fictitious, exercised control over
11 PLAINTIFFS’ and other AGGRIEVED EMPLOYEES’ wages, working hours, and/or working
12 conditions.

13 26. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
14 this action as the agent of the other DEFENDANT, carried out a joint scheme, business plan or
15 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

16 **IV. JURISDICTION AND VENUE**

17 27. This Court has jurisdiction over this Action pursuant to the California Code of Civil
18 Procedure, Section 410.10.

19 28. Venue is proper in this Court pursuant to California Code of Civil Procedure,
20 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANTS and
21 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in
22 this County, and (ii) committed the wrongful conduct herein alleged in this County against
23 PLAINTIFF.

24 **V. FACTUAL ALLEGATIONS**

25 **A. Rest Period Violations**

26 29. DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES to
27 work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of
28 DEFENDANTS’ policies and practices as well as the nature and constraints of the position of

1 PLAINTIFFS and other Aggrieved Employees.

2 30. Specifically, because PLAINTIFFS performed work as a painters, they were unable
3 to cease work on a vehicle until the paint job was completed. DEFENDANTS maintained a policy
4 and practice prohibiting PLAINTIFFS and other AGGRIEVED EMPLOYEES from taking any
5 breaks until their designated meal periods. Further, for the same reasons DEFENDANTS denied
6 PLAINTIFFS and other AGGRIEVED EMPLOYEES their first rest periods of at least ten (10)
7 minutes for shifts worked of at least two (2) to four (4) hours, DEFENDANTS denied PLAINTIFFS
8 and other AGGRIEVED EMPLOYEES a first and second rest period of at least ten (10) minutes
9 for shifts worked in excess of six (6) hours.

10 31. DEFENDANTS failed to provide PLAINTIFFS and other AGGRIEVED
11 EMPLOYEES with one-hour wages *in lieu* thereof, and as a result, PLAINTIFFS and other
12 AGGRIEVED EMPLOYEES were denied their proper rest periods by DEFENDANTS and
13 DEFENDANTS' managers.

14 32. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
15 required to provide rest periods to PLAINTIFFS and other AGGRIEVED EMPLOYEES per every
16 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
17 employee's regular rate of compensation for each workday the rest period is not provided. During
18 the entirety of PLAINTIFFS' employment and the PAGA Period, DEFENDANTS required
19 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work through rest periods without paying
20 them in accordance with Industrial Wage Orders. As a result, PLAINTIFFS and other AGGRIEVED
21 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
22 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
23 PLAINTIFFS and other AGGRIEVED EMPLOYEES all rest premiums owed.

24 B. Meal Period Violations

25 33. DEFENDANTS require PLAINTIFFS and other AGGRIEVED EMPLOYEES to
26 work during what is scheduled to be PLAINTIFFS' and other AGGRIEVED EMPLOYEES' off-
27 duty meal break due to DEFENDANTS' policies and practices.

28 34. Specifically, PLAINTIFFS detailed how DEFENDANTS regularly interrupted

1 PLAINTIFFS' and other AGGRIEVED EMPLOYEES' meal periods to ask work-related questions.
2 DEFENDANTS' supervisors interrupted employees' meal periods and required PLAINTIFFS and
3 other AGGRIEVED EMPLOYEES to provide immediate answers to their work-related questions
4 despite these employees being on their designated meal period. At times, PLAINTIFFS and other
5 AGGRIEVED EMPLOYEES were even off-site taking trying to take their meal period and
6 DEFENDANTS' supervisors called PLAINTIFFS and other AGGRIEVED EMPLOYEES asking
7 them for immediate updates on vehicles at work and their projects.

8 35. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
9 required to provide meal periods of not less than thirty (30) minutes to PLAINTIFFS and other
10 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
11 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
12 employee's regular rate of compensation.

13 36. As a result of DEFENDANTS' policies and practices, PLAINTIFFS and other
14 AGGRIEVED EMPLOYEES were unable to always take thirty (30) minute off-duty meal periods
15 and were not fully relieved of duty for their meal period. Therefore, PLANITIFFS and other
16 AGGRIEVED EMPLOYEES forfeited their meal periods without compensation at the applicable
17 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
18 PLANITIFFS and other AGGRIEVED EMPLOYEES meal premiums.

19 37. DEFENDANTS required PLAINTIFFS and other AGGRIEVED EMPLOYEES to
20 perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without
21 receiving a meal break. On these occasions, PLAINTIFFS and other AGGRIEVED EMPLOYEES
22 worked in excess of six (6) hours. The nature of the work performed by PLAINTIFFS and the other
23 AGGRIEVED EMPLOYEES does not qualify for limited and narrowly construed "on-duty" meal
24 period exception. DEFENDANTS therefore required PLAINTIFFS and other AGGRIEVED
25 EMPLOYEES to forfeit meal breaks without additional compensation and in accordance with
26 DEFENDANTS' policies and practices.

27 C. Off-the-Clock Work Resulting in Failure to Pay All Wages, Including Overtime Wages

28 38. DEFENDANTS failed to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES

1 all wages owed, including overtime wages and premium wages owed for missed rest periods.

2 39. DEFENDANTS directed and directly benefited from the uncompensated off-the-
3 clock work performed by PLAINTIFFS and other AGGRIEVED EMPLOYEES. DEFENDANTS
4 required PLAINTIFFS and other AGGRIEVED EMPLOYEES to perform off the clock work such
5 as cleaning up the shop after these employees clocked out for the day. DEFENDANTS additionally
6 contacted PLAINTIFF and other AGGRIEVED EMPLOYEES while they were off the clock to ask
7 work-related questions. As a result of PLAINTIFFS and other AGGRIEVED EMPLOYEES
8 working eight (8) hours a day and approximately forty (40) hours a week, this off the clock work
9 included overtime wages.

10 40. DEFENDANTS controlled the work schedules, duties, protocols, applications,
11 assignments, and employment conditions of PLAINTIFFS and other AGGRIEVED EMPLOYEES.

12 41. DEFENDANTS were able to track the amount of time PLAINTIFFS and other
13 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
14 and pay PLAINTIFFS and other AGGRIEVED EMPLOYEES all wages earned and owed for all
15 the work they performed, including during off-the-clock work. From time-to-time this may have
16 included overtime wages.

17 42. PLAINTIFFS and other AGGRIEVED EMPLOYEES were non-exempt employees,
18 subject to the requirements of the California Labor Code.

19 43. DEFENDANTS' policies and practices deprived PLAINTIFFS and other
20 AGGRIEVED EMPLOYEES of all regular and overtime wages owed for the off-the-clock work
21 activities.

22 44. DEFENDANTS knew or should have known that PLAINTIFFS and other
23 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

24 45. As a result, PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited wages
25 due them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent
26 while off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFFS
27 and other AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable
28 law.

1 46. Moreover, as a result, DEFENDANTS provided PLAINTIFFS and other
2 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
3 did not maintain accurate payroll and timekeeping records.

4 D. Failure to Reimburse

5 47. DEFENDANTS failed to indemnify PLAINTIFFS and other AGGRIEVED
6 EMPLOYEES for use of their personal cell phone as a direct consequence of discharging work
7 duties.

8 48. DEFENDANTS require PLAINTIFF and other AGGRIEVED EMPLOYEES to use
9 their personal cell phone for work communications including calling and texting in discharge of
10 work duties such as sending photos related to the repair process of vehicles but failed to reimburse
11 business expenses related to personal cell phone use during PLAINTIFFS' employment and the
12 PAGA Period.

13 49. Despite requiring the use of personal cellular telephones to perform job duties,
14 DEFENDANTS failed to reimburse PLAINTIFFS and other AGGRIEVED EMPLOYEES for the
15 necessary business expenses associated with the use of their personal cellular telephones, thereby
16 shifting DEFENDANTS' operating expenses onto PLAINTIFFS and other AGGRIEVED
17 EMPLOYEES.

18 E. Violations for Untimely Payment of Wages Upon Termination

19 50. During PLAINTIFFS' employment and the PAGA Period, DEFENDANTS failed to
20 pay PLAINTIFF and other AGGRIEVED EMPLOYEES all minimum and overtime wages, and
21 meal and rest premiums within the permissible time period and on days designated in advance by
22 the employer as regular payday.

23 51. To the extent wages are deemed to be owed to PLAINTIFFS and other
24 AGGRIEVED EMPLOYEES, whose employment has terminated, DEFENDANTS conduct
25 violations Labor Code sections 201 and/or 202, and therefore PLAINTIFFS and other
26 AGGRIEVED EMPLOYEES are entitled to waiting time penalties under Labor Code section 203,
27 which penalties are sought herein on behalf of the PLAINTIFFS and other AGGRIEVED
28

1 EMPLOYEES. DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good
2 faith. Further, PLAINTIFFS are entitled to seek and recover statutory costs.

3 F. Inaccurate Itemized Wage Statements

4 52. California Labor Code Section 226 requires an employer to furnish its employees an
5 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
6 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of the employee's social security number or an employee
9 identification number other than a social security number, (8) the name and address of the legal
10 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate by the employee.

12 53. During PLAINTIFFS' employment with DEFENDANTS and throughout the PAGA
13 Period, DEFENDANTS failed to provide PLAINTIFFS and other AGGRIEVED EMPLOYEES
14 with accurate and complete wage statements. Specifically, DEFENDANTS failed to accurately
15 record and report all hours worked and all wages earned, including premium wages owed for missed
16 rest periods and other compensation required under California law.

17 54. As a result of DEFENDANTS' unlawful policies and practices, the wage statements
18 issued to PLAINTIFFS and other AGGRIEVED EMPLOYEES did not accurately reflect the total
19 hours worked and the applicable hourly rates in effect during the pay period, nor did they reflect all
20 wages owed.

21 55. DEFENDANTS also failed to keep, maintain, and preserve accurate payroll records
22 as required by California Labor Code section 1174.5. DEFENDANTS' violations were knowing
23 and intentional and were not the result of an isolated clerical or inadvertent payroll error.

24 56. As a direct result of DEFENDANTS' conduct, PLAINTIFFS and other
25 AGGRIEVED EMPLOYEES were injured because they could not promptly and easily determine
26 from the wage statements alone the total hours worked and the wages owed.

27 G. DEFENDANTS' Retaliation for Protected Sick Time

28 57. On February 11, 2026, PLAINTIFF MAGALLON called out sick due to an ongoing

1 cold and cough. That same day, DEFENDANTS' owner texted him stating that PLAINTIFF
2 MAGALLON would not be needed for the remainder of the week.

3 58. On February 15, 2026, PLAINTIFF MAGALLON received another text message
4 from DEFENDANTS instructing him not to report to work the following week. PLAINTIFF
5 MAGALLON attempted to contact DEFENDANTS' supervisor multiple times but did not receive
6 any response.

7 59. On February 26, 2026, DEFENDANTS terminated PLAINTIFF Magallon citing
8 "continued unsatisfactory work performance." DEFENDANTS' non-retaliatory reason for
9 termination was pretext for retaliating against PLAINTIFF Magallon.

10 60. There is a casual nexus between PLAINTIFF Magallon engagement of a protected
11 activity and DEFENDANTS' termination of PLAINTIFF Magallon.

12 **VI. CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 For Failure to Provide Rest Periods

15 (Cal. Lab. Code §§ 226.7 & 512)

16 (Plaintiffs Against All DEFENDANTS)

17 61. PLAINTIFFS incorporate by reference and reallege as if fully stated herein each and
18 every allegation set forth above.

19 62. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
20 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
21 These laws and regulations further entitle employees to be paid one additional hour of pay at their
22 regular rate of compensation for each day of denied rest period.

23 63. As a result of DEFENDANTS' policies and practices PLAINTIFFS were denied
24 their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

25 64. PLAINTIFFS were required to work in excess of four (4) hours without being
26 provided ten (10) minute rest periods. Further and for the same reasons PLAINTIFFS were denied
27 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
28 (4) hours, PLAINTIFFS were denied a first and second rest period of at least ten (10) minutes for
shifts worked of between six (6) and eight (8) hours. PLAINTIFFS was also not provided with one-

1 hour wages in lieu thereof.

2 65. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
3 Wage Order by failing to compensate PLAINTIFFS who were not provided a rest period, in
4 accordance with the applicable Wage Order, one additional hour of compensation at each
5 employee's regular rate of pay for each workday that rest period was not provided.

6 66. As a proximate result of the aforementioned violations, PLAINTIFFS have been
7 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
8 penalties, expenses and costs of suit.

9 **SECOND CAUSE OF ACTION**

10 For Failure to Provide Meal Periods

11 (Cal. Lab. Code §§ 226.7 & 512)

(Plaintiffs Against All DEFENDANTS)

12 67. PLAINTIFFS incorporate by reference and reallege as if fully stated herein each and
13 every allegation set forth above.

14 68. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
15 DEFENDANTS to provide employees with all meal periods specified in the applicable Wage Order.
16 These laws and regulations further entitle employees to be paid one additional hour of pay at their
17 regular rate of compensation for each day of denied meal period.

18 69. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
19 PLAINTIFFS as required by the applicable Wage Order and Labor Code. The nature of the work
20 performed by PLAINTIFFS does not prevent DEFENDANTS from relieving their employees of all
21 job duties in order to take a legally required off-duty meal periods. As a result of DEFENDANTS
22 policies and practices, PLAINTIFFS were not fully relieved of duty by DEFENDANT for meal
23 periods.

24 70. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
25 applicable IWC Wage Order by failing to compensate PLAINTIFFS who were not provided a meal
26 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
27 employee's regular rate of pay for each workday that a meal period was not provided.

28 71. As a proximate result of the aforementioned violations, PLAINTIFFS have been

1 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
2 penalties, expenses and costs of suit.

3 **THIRD CAUSE OF ACTION**

4 For Failure to Pay Overtime Wages
5 (Cal. Lab. Code §§ 558, 510, 1194, 1198)
(Plaintiffs Against All DEFENDANTS)

6 72. PLAINTIFFS incorporate by reference and reallege as if fully stated herein each and
7 every allegation set forth above.

8 73. Labor Code section 558 provides for a civil penalty to be assessed against any
9 employer or other person acting on behalf of an employer who fails to compensate employees at the
10 statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40
11 hours in any workweek or who fails to compensate employees at the statutory double time rates for
12 any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day
13 of a workweek.

14 74. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
15 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
16 § 1198 further states that the employment of an employee for longer hours than those fixed by the
17 Industrial Welfare Commission is unlawful.

18 75. Pursuant to Labor Code section 558, PLAINTIFFS are entitled to recover a penalty
19 of \$50.00 for the initial failure to compensate employees at the statutory overtime rate for any work
20 in excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure
21 to compensate employees at the statutory double time rates for any work in excess of twelve hours
22 in one day in addition to any underpaid wages; and \$100.00 for each subsequent failure to
23 compensate employees at the statutory overtime rate for any work in excess of eight hours in one
24 day or any work in excess of 40 hours in any workweek in addition to any underpaid wages.

25 76. DEFENDANTS routinely and systematically failed to properly record accurate time
26 records for each employee showing when each employee began and ended each work period. This
27 work included overtime. By failing to properly record all hours worked, DEFENDANTS routinely
28 and systematically failed to compensate employees at the statutory overtime rate for any work in

1 excess of eight (8) hours in one day or any work in excess of forty (40) hours in any workweek as
2 required by Labor Code section 510 and Section 3 of the applicable Wage Order.

3 77. During PLAINTIFFS' employment, DEFENDANTS required PLAINTIFFS to
4 perform work, including overtime, for DEFENDANTS and was not paid for all the time worked.

5 78. As a proximate result of DEFENDANTS' failure to pay overtime wages as alleged
6 above, PLAINTIFFS are entitled to recover from DEFENDANTS penalties pursuant to section 558
7 as may be established according to proof at trial. As a direct result of DEFENDANTS' unlawful
8 wage practices as alleged herein, PLAINTIFFS did not receive the correct overtime compensation
9 for their time worked for DEFENDANTS.

10 79. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
11 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
12 requirements and other applicable laws and regulations.

13 80. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
14 the overtime requirements of the law. These exemptions did not apply to PLAINTIFFS. Further,
15 PLAINTIFFS are not subject to a valid collective bargaining agreement that would preclude the
16 causes of action contained herein this Complaint.

17 81. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
18 compensation to PLAINTIFFS for the true amount of overtime worked, PLAINTIFFS have suffered
19 and will continue to suffer an economic injury in amounts which are presently unknown to them,
20 and which will be ascertained according to proof at trial.

21 82. DEFENDANTS knew or should have known that PLAINTIFFS were under
22 compensated for his time worked. DEFENDANTS systematically elected, either through intentional
23 malfeasance or gross nonfeasance, to not pay him for labor as a matter of uniform company policy,
24 practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
25 PLAINTIFFS the correct overtime wages for their overtime worked.

26 83. In performing the acts and practices herein alleged in violation of California labor
27 laws, and refusing to compensate PLAINTIFFS for all time worked and provide them with the
28 requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and

1 maliciously toward PLAINTIFFS with a conscious of and utter disregard for their legal rights, or
2 the consequences to him, and with the despicable intent of depriving him of his property and legal
3 rights, and otherwise causing him injury in order to increase company profits at the expense of these
4 employees.

5 84. Therefore, PLAINTIFFS request recovery of overtime wages, according to proof,
6 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
7 in a sum as provided by the California Labor Code and/or other applicable statutes.

8 **FORTH CAUSE OF ACTION**

9 For Failure to Provide Accurate, Itemized Wage Statements

10 (Cal. Lab. Code §§ 226; 226.3; 1174.5)

(Plaintiffs Against All DEFENDANTS)

11 85. PLAINTIFFS incorporate by reference and reallege as if fully stated herein each and
12 every allegation set forth above.

13 86. Labor Code section 226 requires defendants to provide employees an accurate
14 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
15 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
16 inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her
17 or their social security number, (8) the name and address of the legal entity that is the employer, and
18 (9) all applicable hourly rates in effect and the corresponding number of hours worked.

19 87. DEFENDANTS did not accurately record PLAINTIFFS' time worked, wage, and
20 missed rest breaks. DEFENDANTS failed to provide an accurate wage statement in writing that
21 properly and accurately itemizes all wages, missed rest periods, applicable hourly wages in effect,
22 and reporting time wages owed to PLAINTIFFS and thereby also failed to set forth the correct wages
23 earned by the employees.

24 88. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
25 section 226(a) on each and every wage statement that they provided to PLAINTIFFS. By failing to
26 keep adequate records, as required by Labor Code sections 226 and 1174, DEFENDANTS injured
27 PLAINTIFFS making it difficult for these employee to calculate the wages owed. Those injuries
28 include unpaid wages, interest, and penalties thereon.

1 89. PLAINTIFFS seek to recover the statutory penalties provided by Labor Code section
2 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

3 **FIFTH CAUSE OF ACTION**

4 For Failure to Pay Wages Upon Termination

5 (Cal. Lab. Code § 201/202 & 203)

6 (Plaintiffs Against All DEFENDANTS)

7 90. PLAINTIFFS incorporates by reference and reallege as if fully stated herein each
8 and every allegation set forth above.

9 91. If an employer willfully fails to pay, without abatement or reduction, in accordance
10 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
11 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
12 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
13 Lab. Code § 203).

14 92. To date, DEFENDANTS have yet to pay PLAINTIFFS all of the wages earned
15 including overtime wages and all premiums due for missed rest breaks and DEFENDANTS have
16 failed to pay any penalty wages owed under California Labor Code section 203.

17 93. Additionally, the employment of PLAINTIFFS was terminated, and DEFENDANTS
18 have not tendered payment of wages to PLAINTIFFS who were underpaid for minimum wage,
19 and/or missed rest breaks, as required by law.

20 94. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
21 governing the wages of PLAINTIFFS as described in the causes of action above.

22 95. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves whose
23 employment has terminated, PLAINTIFFS demands up to thirty (30) days of pay as penalty for not
24 paying all wages due at time of termination and demand an accounting and payment of all wages
25 due, plus interest and statutory costs as allowed by law.

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96. PLAINTIFFS incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

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SEVENTH CAUSE OF ACTION

For Retaliation in Violation of Cal. Lab. Code § 246.5
(Cal. Lab. Code § 246.5)
(Plaintiff Magallon Against All Defendants)

101. PLAINTIFF Magallon incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

102. PLAINTIFF Magallon engaged in a protected activity by taking accrued and protect sick time for a single day off.

103. DEFENDANTS terminated PLAINTIFF Magallon immediately after PLAINTIFF Magallon took protected sick time off from work. There is a casual nexus between PLAINTIFF Magallon's engagement of a protected activity and DEFENDANTS' termination of PLAINTIFF Magallon.

104. As a proximate result of the aforementioned violations, PLAINTIFF Magallon has been damaged in an amount according to proof at trial, including the loss of wages and gratuities to which he was entitled.

EIGHTH CAUSE OF ACTION

For Wrongful Termination in Violation of Public Policy
(Plaintiff Magallon Against All Defendants)

105. PLAINTIFF Magallon incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

106. Under California law, it is unlawful for an employer to terminate an employee in violation of a fundamental public policy of the United States of America and/or the State of California.

107. As alleged herein, DEFENDANTS' decision to terminate PLAINTIFF Magallon was substantially motivated by PLAINTIFF Magallon's protected activity in blatant violation of the California Labor Code section 246.5. DEFENDANTS made the decision to terminate PLAINTIFF Magallon.

108. As a direct and proximate result of the violation of PLAINTIFF Magallon's rights under California law, PLAINTIFF Magallon has sustained and continues to sustain substantial losses of earnings and employment benefits.

1 109. As a proximate cause of the DEFENDANTS' conduct, PLAINTIFF Magallon
2 suffered emotional distress in an amount according to proof at trial. DEFENDANTS committed the
3 acts herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of
4 injuring PLAINTIFF Magallon, from an improper and evil motive amounting to malice, and in
5 conscious disregard of the rights of PLAINTIFF Magallon. PLAINTIFF Magallon is thus entitled
6 to punitive damages from DEFENDANTS in an amount according to proof.

7 **NINTH CAUSE OF ACTION**

8 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
9 (Cal. Lab. Code §§ 2698 et seq.)
10 (Plaintiffs and Aggrieved Employees Against All DEFENDANTS)

11 110. PLAINTIFFS and other AGGRIEVED EMPLOYEES incorporate by reference and
12 re-alleges as if fully stated herein each and every allegation set forth above.

13 111. As a result of the acts alleged herein, PLAINTIFFS, as AGGRIEVED EMPLOYEES
14 within the meaning of Labor Code section 2699, subdivision (c), on behalf of themselves and all
15 other AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against
16 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
and intentional violations of the California Labor Code:

- 17 a. For failing to compensate employees who were not provided a rest period in violation
18 of Labor Code Section 226.7 and 512;
- 19 b. For failing to compensate employees who were not provided a meal period in
20 violation of Labor Code Section 226.7 and 512;
- 21 c. For failing to provide employees who worked more than eight (8) hours per workday
22 and more than forty (40) hours per workweek additional compensation beyond their
23 regular wages in violation of Labor Code Section 510, 558, 1194, and 1198;
- 24 d. For failing to pay wages upon termination, in violation of Labor Code sections 201,
25 202, and 203;
- 26 e. For failing to reimburse employees for business-related expenses in violation of
27 Labor Code section 2802;
- 28 f. For failing to maintain for and provide accurate, itemized wage statements required

1 by Labor Code Section 226, 226.3;

2 g. For failing to maintain accurate records in violation of Labor Code Section 1174.5.

3 112. The above-referenced civil penalties shall include the recovery of amounts specified
4 in the applicable sections of the Labor Code, and if not specifically provided, those under section
5 2699(f), and shall include Labor Code sections §§ 201, 202, 203, 204, 226, 226.3, 510, 558, 1194,
6 1198, 1174.5, 226.7, 2802 and 512.

7 113. PLAINTIFFS filed this complaint after the LWDA was afforded the opportunity to
8 consider PLAINTIFFS' notice of DEFENDANTS' Labor Code violations and of PLAINTIFFS'
9 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
10 declined to investigate, PLAINTIFFS brought this PAGA cause of action against DEFENDANTS,
11 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

12 **DEMAND FOR RELIEF**

13 WHEREFORE, PLAINTIFFS prays for a judgment against each DEFENDANTS, jointly
14 and severally, as follows:

15 1. On behalf of the PLAINTIFFS:

16 A. Compensatory damages, according to proof at trial, including unpaid wages, due to
17 PLAINTIFF and including emotional distress damages to Plaintiff Magallon, during the applicable
18 employment period plus interest thereon at the statutory rate;

19 B. Rest and meal period compensation pursuant to Cal. Lab. Code §§ 226.7 and the
20 applicable IWC Wage Order;

21 C. The wages of PLAINTIFFS as a penalty from the due date thereof at the same rate
22 until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

23 D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
24 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
25 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
26 an award of costs for violation of Cal. Lab. Code § 226.

27 E. The amount of the expenses PLAINTIFFS incurred in the course of their job duties,
28 plus interest, and costs of suit.

- 1 F. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.
- 2 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES
- 3 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
- 4 General Act of 2004;
- 5 3. On all claims:
- 6 A. An award of interest, including prejudgment interest at the legal rate;
- 7 B. Such other and further relief as the Court deems just and equitable; and
- 8 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

9 Respectfully submitted,

10 **EMRAN LAW FIRM P.C.**

11

12

13 DATED: May 7, 2026

14 By: Harris Emran

15 Harris Emran

16 Kaitlin Martinez

17 Nathan Sickler

18 Attorneys for PLAINTIFFS and OTHER

19 AGGRIEVED EMPLOYEES

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

EMRAN LAW FIRM P.C.

DATED: May 7, 2026

By: Harris Emran
Harris Emran
Kaitlin Martinez
Nathan Sickler
Attorneys for PLAINTIFFS and OTHER
AGGRIEVED EMPLOYEES